

**MEMORANDUM OF AGREEMENT  
BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION AND  
THE INDIANA STATE HISTORIC PRESERVATION OFFICER  
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
PURSUANT TO 36 C.F.R. 800.6(b)(iv)  
REGARDING THE REPLACEMENT OF S.R.241 BRIDGE OVER KESSINGER DITCH  
1.94 MILES NORTH OF SR 61, KNOX COUNTY, INDIANA**

**WHEREAS** the Federal Highway Administration (FHWA) proposes to replace the SR 241 bridge over Kessinger Ditch in Knox County, Indiana; and

**WHEREAS** the FHWA, in consultation with the Indiana State Historic Preservation Officer (SHPO), has defined this undertaking's area of potential effects, as the term defined in 36 C.F.R. 800.16(d), to be the area within the proposed right-of-way and the area immediately surrounding it; and

**WHEREAS** the FHWA, in consultation with the Indiana SHPO, has found that Bridge #241-42-3442A is within the area of potential effects; and

**WHEREAS** the FHWA, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. 800.4(c), that Bridge #241-42-3442A is eligible for inclusion in the National Register of Historic Places;

**WHEREAS** the FHWA, in consultation with the Indiana SHPO, has determined pursuant to 36 C.F.R. 800.5(a) that the replacement of SR 241 bridge over Kessinger Ditch will have an adverse effect on Bridge #241-42-3442A; and

**WHEREAS** the FHWA has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and its implementing regulations (36 C.F.R. Part 800) to resolve the adverse effect on Bridge #241-42-3442A;

**NOW, THEREFORE**, the FHWA and the Indiana SHPO agree that, upon the submission of a copy of this executed memorandum of agreement, as well as the documentation specified in 36 C.F.R. Section 800.11(e) and (f) to the Advisory Council on Historic Preservation ("Council" pursuant to 36 C.F.R. 800.6[b][1][iv]) and upon the FHWA's approval of the replacement of SR 241 bridge over Kessinger Ditch, the FHWA shall ensure that the following stipulations are implemented in order to take into account the effect of the undertaking on historic properties.

**Stipulations**

FHWA shall ensure the following stipulations are implemented.

**I. MARKETING PLAN**

- A. INDOT shall publish a public notice that shall offer the bridge for relocation and reassembly. The offer will be made to the public through notices in the Indianapolis Star, a widely circulated Knox County newspaper, and various e-mail solicitations to potential parties.

The notice shall include the following types of information:

- location of the bridge, by road, section, range, township, and county
- request for any state or local government agency, or responsible private entity who might be interested in moving and rehabilitating the historic bridge for preservation purposes

- the new owner must agree to maintain the bridge and features that gives it its historic significance
- the recipient can be reimbursed for 80% of the cost incurred in such activities as relocation, site preparation, reassemble, rehabilitation work, preparation of engineering plans, and any regulatory permits
- the new owner must assume all future legal and financial responsibility for the bridge
- whom to contact for additional information with address and telephone number
- deadline for submitting a written proposal and the address to send the proposal

B. INDOT shall publish a public notice that shall also offer the bridge for disassembly and relocation to a temporary holding facility. The offer will be made to the public through notices in the Indianapolis Star, a widely circulated Knox County newspaper, and various e-mail solicitations to potential parties. This notice will run concurrently with the notice described in section 'A'.

The notice shall include the following types of information:

- location of the bridge, by road, section, range, township, and county
- request for any state or local government agency, or responsible private entity who might be interested in storing the disassembled structure and search for future relocation, rehabilitation, and reassemble
- the new owner must agree to store the bridge in a manner that will not cause excessive deterioration
- the owner can be reimbursed for 80% of the cost incurred in such activities as disassembly, relocation, site preparation, mapping/marketing of pieces, preparation of engineering plans, and any regulatory permits
- the new owner must assume all future legal and financial responsibility for the bridge
- whom to contact for additional information with address and telephone number
- deadline for submitting a written proposal and the address to send the proposal

C. If Bridge #241-42-3442B is to be replaced, then, prior to demolition, INDOT shall ensure that local and regional officials or individuals (such as local parks departments, county parks and recreation departments, planning departments) who might have a desire to acquire the bridge are contacted directly and made aware of the bridge's availability. Additionally, where this is expressed interest, INDOT shall work with the party to develop a plan for relocating the bridge.

D. INDOT shall review all offers for the bridge in consultation with the SHPO prior to acceptance. The FHWA through the INDOT shall ensure that the bridge is moved in

accordance with the approaches recommended in Moving Historic Buildings (John Obed Curtis. AASLH, published by the Preservation Assistance Division, National Park Service, U.S. Department of the Interior in 1979).

- E. If there is no acceptable offer for the bridge from either public notice during the 60-day advertising period, the bridge may be demolished.
- F. INDOT shall ensure the Indiana SHPO is afforded 30 days to review and comment on the proposal to dismantle and relocate the bridge and on the new site for the bridge.
- G. INDOT shall afford the SHPO the opportunity to reevaluate the property on its new site.

## II. DISPUTE RESOLUTION

Disagreement and misunderstanding about how this memorandum of agreement is or is not being implemented shall be resolved in the following manner:

- A. If the Indiana SHPO or any invited signatory to this memorandum of agreement should object in writing to the FHWA regarding any action carried out or proposed with respect to the replacement of SR 241 bridge over Kessinger Ditch or implementation of this memorandum of agreement, then the FHWA shall consult with the objecting party to resolve this objection. If after such consultation the FHWA determines that the objection cannot be resolved through consultation, then the FHWA shall forward all documentation relevant to the objection to the Council, including the FHWA's proposed response to the objection. Within 45 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:
  - 1. Provide the FHWA with a staff-level recommendation, which the FHWA shall take into account in reaching a final decision regarding its response to the objection; or
  - 2. Notify the FHWA that the objection will be referred for formal comment pursuant to 36 C.F.R. 800.7(c), and proceed to refer the objection and comment. The FHWA shall take into account the Council's comments in reaching a final decision regarding its response to the objection.
- B. The FHWA shall take into account any Council comment or recommendations provided in accordance with this stipulation with reference only to the subject of the objection. The FHWA's responsibility to carry out all actions under the memorandum of agreement that are not the subjects of the objection shall remain unchanged.

## III. POST REVIEW DISCOVERY

In the event that one or more historic properties--other than Bridge #241-42-3442A--are discovered or that unanticipated effects on historic properties are found during the implementation of this memorandum of agreement, the FHWA shall follow the procedure specified in 36 C.F.R. 800.13.

## IV. AMENDMENT

Any signatory to this memorandum of agreement may request that it be amended, whereupon the parties shall consult to consider the proposed amendment. 36 C.F.R. 800.6(c)(7) shall govern the execution of any such amendment.

V. TERMINATION

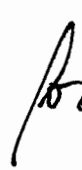
- A. If the terms of this memorandum of agreement have not been implemented within ten years from the date of the latest signatory, then this memorandum of agreement shall be considered null and void. In such an event, the FHWA shall so notify the parties to this memorandum of agreement and, if it chooses to continue with the replacement of SR 241 bridge over Kessinger Ditch, then it shall reinitiate review of the undertaking in accordance with 36 C.F.R. 800.3 through 800.7.
- B. Any signatory to the memorandum of agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA shall comply with 36 C.F.R. 800.3 through 800.7 with regard to the review of the replacement of SR 241 bridge over Kessinger Ditch.
- C. In the event that the FHWA does not carry out the terms of this memorandum of agreement, the FHWA shall comply with 36 C.F.R. 800.3 through 800.7 with regard to the review of the replacement of SR 241 bridge over Kessinger Ditch.

The execution of this memorandum of agreement by the FHWA and the Indiana SHPO, the submission of it to the Council with the appropriate documentation specified in 36 C.F.R. 800.11(e) and (f), and the implementation of its terms evidence that the FHWA has afforded the Council an opportunity to comment on the replacement of SR 241 bridge over Kessinger Ditch and its effect on historic properties and that the FHWA has taken into account the effects of the undertaking on historic properties.

**SIGNATORIES:**


FEDERAL HIGHWAY ADMINISTRATION

Signed by:  Date: 2-20-04

 Name and Title: Kathleen H. Quinn, Acting Division Administrator

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by:  Date: 2-26-04

 Name and Title: John R. Goss, Director

INDIANA DEPARTMENT OF TRANSPORTATION

Signed by:  Date: 12/23/03

Name and Title: J. Bryan Nicol, Commissioner